

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jazz Pharmaceuticals Inc.		03/20/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Essex Bidco Limited		
Street Address:	Berkely Square House		
Internal Address:	Berkley Square		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W1J 6BR		
Entity Type:	Limited Liability Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2487745	CAPHOSOL	
CORRESPONDENCE DATA			
Fax Number:	6126046985		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6126046585		
Email:	trademark@winthrop.com		
Correspondent Name:	Stephen R. Baird		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	19563.39		
NAME OF SUBMITTER:	Wesley D. Anderson		
SIGNATURE:	/WDA/		
DATE SIGNED:	03/24/2016		
Total Attachments: 18			
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DATED

20 March

2015

(1) **EUSA PHARMA (EUROPE) LIMITED**

(2) **JAZZ PHARMACEUTICALS, INC.**

- and -

(3) **ESSEX BIDCO LIMITED**

DEED OF ASSIGNMENT OF TRADE MARKS



Ref: CM3/CM3RP/5564681

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

BETWEEN:

- (1) **EUSA Pharma (Europe) Limited**, a company incorporated in England (registered number: 04555273), whose registered office is at Wing B, Building 5700, Spires House, John Smith Drive, Oxford Business Park, South Oxford, OX4 2RW, England; and
 - (2) **Jazz Pharmaceuticals, Inc.**, a company incorporated in Delaware, whose office is at 3180 Porter Drive, Palo Alto, CA 94304, U.S.A.;
- (each an "**Assignor**", together the "**Assignors**"); and
- (3) **Essex Bidco Limited**, a company incorporated in England (registered number 9329429), whose office is at Berkeley Square House, Berkeley Square, London W1J6BR (the "**Assignee**").

RECITALS:

- (A) Pursuant to a sale and purchase agreement dated 30 December 2014, as amended and restated on or around the date of this Assignment, the Assignee is acquiring certain assets of Jazz Pharmaceuticals PLC, a company incorporated in Ireland (registered number 399192) whose registered office is at Fourth Floor, Connaught House, One Burlington Road, Dublin 4, Ireland (such agreement, the "**APA**").
- (B) The Assignors are the registered proprietors of the Trade Marks set out in Schedule 1 to this Assignment which are to be assigned pursuant to the APA.
- (C) The Assignors have agreed to assign to the Assignee the Trade Marks together with the goodwill associated with them on the terms and subject to the conditions of this Assignment.

IT IS AGREED:

1. **INTERPRETATION**

In this Assignment:

- 1.1 except where the context otherwise requires the following words and expressions shall have the following meanings:

"third party" means a person other than a party to this Assignment;

"Trade Marks" means the registered trade marks and trade mark applications, short particulars of which are set out in Schedule 1 to this Assignment, and each and any of them;

- 1.2 the singular includes the plural and vice versa.

2. **ASSIGNMENT**

Pursuant to the APA, each Assignor hereby assigns with full title guarantee to the Assignee absolutely:

- (a) all property, rights, title and interest in the Trade Marks set out opposite its name in Schedule 1, including all common law rights connected therewith; together with
- (b) the goodwill associated with the Trade Marks.

3. **FURTHER ASSURANCE**

- 3.1 Subject to clause 3.2, each Assignor shall, at its own expense and on the reasonable request of the Assignee, execute all documents and do all acts and things as the Assignee reasonably requires to vest absolute legal and beneficial ownership of the Trade Marks in the Assignee or to perfect the Assignee's title thereto, and to enable the Assignee to record the transfer of the Trade Marks with any relevant trade mark registry (the "**Trade Mark Recordal**").
- 3.2 The Assignee shall pay all costs of the Trade Mark Recordal including any fees payable to the trade mark registries to record the transfer of the Trade Marks.

4. **GENERAL**

- 4.1 **Entire agreement:** This Assignment together with the APA sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.
- 4.2 **Acknowledgment:** Each party acknowledges that in entering into this Assignment it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Assignment or not) that is not set out in this Assignment or the APA. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. Nothing in this Assignment shall, however, limit or exclude any liability for fraud.
- 4.3 **Variation:** No variation of this Assignment shall be effective unless it is in writing and is signed by or on behalf of each of the parties.
- 4.4 **Waiver:** Delay in exercising, or failure to exercise, any right or remedy in connection with this Assignment shall not operate as a waiver of that right or remedy. The waiver of a right to require compliance with any provision of this Assignment in any instance shall not operate as a waiver of any further exercise or enforcement of that right and the waiver of any breach shall not operate as a waiver of any subsequent breach. No waiver in connection with this Assignment shall, in any event, be effective unless it is in writing.
- 4.5 **Severability:** The parties intend each provision of this Assignment to be severable and distinct from the others. If a provision of this Assignment is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Assignment shall not be affected.
- 4.6 **Counterparts:** This Assignment may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.
- 4.7 **Third Party Rights:** No third party may enforce any term of this Assignment by virtue of the Contracts (Rights of Third Parties) Act 1999.

- 4.8 **Law:** This Assignment and the jurisdiction clause contained in it shall be governed by and construed in accordance with English law.
- 4.9 **Jurisdiction:** The parties agree that the courts of England shall have exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

TRADE MARKS

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
CAPHOSOL	AUSTRALIA (INTERNATIONAL REGISTRATION)	12507-244	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	CANADA	12507-238	Jazz Pharmaceuticals, Inc. (formerly EUSA Pharma (USA), Inc.)	09-Sep-09 1451047	15-Jun-11 799996	TM
CAPHOSOL	CHINA (INTERNATIONAL REGISTRATION)	12507-245	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	EUROPEAN UNION (CTM)	12507-241	EUSA Pharma (Europe) Limited	03-May-96 000254219	03-Nov-98 000254219	05
CAPHOSOL	ICELAND (INTERNATIONAL REGISTRATION)	12507-246	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	INDONESIA	12507-239	EUSA Pharma (Europe) Limited	25-Aug-11 D002011034642	24-Sept-14 IDM000399004	05
CAPHOSOL	IRAN (INTERNATIONAL REGISTRATION)	12507-247	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	JAPAN (INTERNATIONAL REGISTRATION)	12507-248	EUSA Pharma (Europe) Limited	19-May-09 19963719	19-May-09 IR No. 1003698	05
CAPHOSOL	KAZAKHSTAN	12507-237	EUSA Pharma (Europe) Limited	29-Oct-10 52352	24-Jan-12 37375	05

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
CAPHOSOL	NORWAY	12507-242	EUSA Pharma (Europe) Limited	17-Jun-96 19963719	18-Sep-97 185105	05
CAPHOSOL	OMAN (INTERNATIONAL REGISTRATION)	12507-231	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	RUSSIA (INTERNATIONAL REGISTRATION)	12507-233	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	SINGAPORE (INTERNATIONAL REGISTRATION)	12507-234	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	SOUTH KOREA (INTERNATIONAL REGISTRATION)	12507-232	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	SYRIA (INTERNATIONAL REGISTRATION)	12507-235	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	TURKEY (INTERNATIONAL REGISTRATION)	12507-236	EUSA Pharma (Europe) Limited	19-May-09 IR No. 1003698	19-May-09 IR No. 1003698	05
CAPHOSOL	UKRAINE (INTERNATIONAL REGISTRATION)	12507-243	EUSA Pharma (Europe) Limited	19-May-09 1003698	19-May-09 1003698	05
CAPHOSOL	UNITED KINGDOM	12507-240	EUSA Pharma (Europe) Limited	04-Nov-95 2043520	25-Oct-96 2043520	05
CAPHOSOL	UNITED STATES	12507-230	Jazz Pharmaceuticals, Inc. (formerly EUSA Pharma (USA), Inc.)	23-Apr-96 75/092,944	11-Sep-01 2,487,745	05

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
CAPHOSOL	WIPO (see country designations listed separately)	12507-538	EUSA Pharma (Europe) Limited		19-May-09 1003698	05
CAPHOSOLLU	SOUTH KOREA	12507-249	EUSA Pharma (Europe) Limited	13-Jan-11 2011000206 1	23-Apr-12 400916722	05
CAPHOSOLLU (Korean characters)	SOUTH KOREA	12507-250	EUSA Pharma (Europe) Limited	13-Jan-11 2011000206 3	23-Apr-12 400916692	05
COLLATAMP	ALGERIA	12507-254	EUSA Pharma (Europe) Limited	11-Nov-08 083151	11-Nov-08 75921	05
COLLATAMP	AUSTRALIA (INTERNATIONAL REGISTRATION)	12507-278	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	AUSTRIA (INTERNATIONAL REGISTRATION)	12507-255	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	BELARUS (INTERNATIONAL REGISTRATION)	12507-256	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	BENELUX (INTERNATIONAL REGISTRATION)	12507-257	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	BRAZIL	12507-289	EUSA Pharma (Europe) Limited		17-Sep-10 829671684	TM
COLLATAMP	CANADA	12507-296	EUSA Pharma (Europe) Limited	17-Dec-07 1376286	14-Feb-11 790682	TM1, TM 2

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
COLLATAMP	CHINA	12507-288	EUSA Pharma (Europe) Limited	13-May-08 6718987	14-May-10 6718987	05
COLLATAMP	CYPRUS (INTERNATIONAL REGISTRATION)	12507-258	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	CZECH REPUBLIC (INTERNATIONAL REGISTRATION)	12507-259	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	DENMARK (INTERNATIONAL REGISTRATION)	12507-260	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	ESTONIA	12507-252	EUSA Pharma (Europe) Limited	11-Mar-04 40890	23-Mar-05 40890	05
COLLATAMP	FINLAND (INTERNATIONAL REGISTRATION)	12507-261	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	FRANCE (INTERNATIONAL REGISTRATION)	12507-262	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	GERMANY	12507-253	EUSA Pharma (Europe) Limited	26-Jul-76 960051	07-Jul-77 960051	05
COLLATAMP	GREECE (INTERNATIONAL REGISTRATION)	12507-285	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	HUNGARY (INTERNATIONAL REGISTRATION)	12507-263	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
COLLATAMP	IRAN (INTERNATIONAL REGISTRATION)	12507-286	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	IRELAND (INTERNATIONAL REGISTRATION)	12507-279	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	ITALY (INTERNATIONAL REGISTRATION)	12507-264	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	JAPAN (INTERNATIONAL REGISTRATION)	12507-280	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	KAZAKH-STAN	12507-290	EUSA Pharma (Europe) Limited	29-Oct-10 52351	24-Jan-12 37374	05
COLLATAMP	LATVIA (INTERNATIONAL REGISTRATION)	12507-265	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	LITHUANIA (INTERNATIONAL REGISTRATION)	12507-266	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	MALTA	12507-251	EUSA Pharma (Europe) Limited	06-Feb-04 41599	02-Oct-07 41599	05
COLLATAMP	MONTENEGRO (INTERNATIONAL REGISTRATION)	12507-271	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	NORWAY (INTERNATIONAL REGISTRATION)	12507-267	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
COLLATAMP	PAKISTAN	12507-297	EUSA Pharma (Europe) Limited	07-Nov-08 257845	15-Feb-13 257845	05
COLLATAMP	POLAND (INTERNATIONAL REGISTRATION)	12507-268	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	PORTUGAL (INTERNATIONAL REGISTRATION)	12507-269	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	RUSSIA (INTERNATIONAL REGISTRATION)	12507-270	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	SERBIA (INTERNATIONAL REGISTRATION)	12507-284	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	SINGAPORE (INTERNATIONAL REGISTRATION)	12507-281	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	SLOVAK REPUBLIC (INTERNATIONAL REGISTRATION)	12507-272	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	SLOVENIA (INTERNATIONAL REGISTRATION)	12507-273	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	SOUTH KOREA (INTERNATIONAL REGISTRATION)	12507-283	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	SPAIN (INTERNATIONAL REGISTRATION)	12507-275	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
COLLATAMP	SWEDEN (INTERNATIONAL REGISTRATION)	12507-276	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	SWITZERLAND (INTERNATIONAL REGISTRATION)	12507-274	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	THAILAND	12507-298	EUSA Pharma (Europe) Limited	13-Jul-12 854452	17-Jul-2014 Kor382252	05
COLLATAMP	TURKEY (INTERNATIONAL REGISTRATION)	12507-282	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	UKRAINE (INTERNATIONAL REGISTRATION)	12507-287	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	UNITED KINGDOM (INTERNATIONAL REGISTRATION)	12507-277	EUSA Pharma (Europe) Limited	06-Jun-79 IR No. 446107	06-Jun-79 IR No. 446107	05
COLLATAMP	WIPO (see country designations listed separately)	12507-539	EUSA Pharma (Europe) Limited		06-Jun-79 446107	05
COLLATAMP (in Chinese characters)	CHINA	12507-300	EUSA Pharma (Europe) Limited	09-Jul-08 6831075	21-Jun-10 6831075	05
CRONOCOL	PORTUGAL	12507-294	EUSA Pharma (Europe) Limited	18-Mar-86 234050	05-Dec-91 234050	05
CRONOCOL	PORTUGAL	12507-295	EUSA Pharma (Europe) Limited	27-May-87 241376	22-Aug-91 241376	10

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
DURACOLL	BENELUX	12507-292	EUSA Pharma (Europe) Limited	18-Mar-86 55372	18-Mar-86 419458	05
DURACOLL	BENELUX	12507-293	EUSA Pharma (Europe) Limited	04-May-87 58623	04-May-87 431806	10
DURACOLL	DOMINICAN REPUBLIC	12507-291	EUSA Pharma (Europe) Limited	10-Apr-07 200722926	16-Jul-07 161774	05
EUSA PHARMA	ANTIGUA & BARBUDA (INTERNATIONAL REGISTRATION)	12507-399	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	AUSTRALIA (INTERNATIONAL REGISTRATION)	12507-397	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	CANADA	12507-391	Eusa Pharma (Europe) Limited	26-Jun-07 1353319	10-Jul-13 854828	TM1, TM2
EUSA PHARMA	CHINA (INTERNATIONAL REGISTRATION)	12507-386	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	EUROPEAN UNION (CTM)	12507-392	Eusa Pharma (Europe) Limited	06-Feb-06 004883286	04-Jul-07 004883286	05, 10, 42, 44
EUSA PHARMA	GIBRALTAR	12507-394	Eusa Pharma (Europe) Limited	06-Jul-07 9771	21-Apr-08 9771	05, 10, 42, 44
EUSA PHARMA	INDIA	12507-393	Eusa Pharma (Europe) Limited	05-Jul-07 1576113	07-Feb-11 1576113	05, 10, 42

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
EUSA PHARMA	IRAN (INTERNATIONAL REGISTRATION)	12507-400	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	JAPAN (INTERNATIONAL REGISTRATION)	12507-387	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	KAZAKHSTAN	12507-390	Eusa Pharma (Europe) Limited	29-Oct-10 52353	08-Feb-12 37629	05, 10, 42, 44
EUSA PHARMA	NORTH KOREA (INTERNATIONAL REGISTRATION)	12507-388	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	NORWAY (INTERNATIONAL REGISTRATION)	12507-398	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	RUSSIA (INTERNATIONAL REGISTRATION)	12507-389	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	SINGAPORE (INTERNATIONAL REGISTRATION)	12507-384	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	SOUTH KOREA (INTERNATIONAL REGISTRATION)	12507-383	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	SWITZERLAND (INTERNATIONAL REGISTRATION)	12507-385	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44
EUSA PHARMA	TURKEY (INTERNATIONAL REGISTRATION)	12507-396	Eusa Pharma (Europe) Limited	25-Jul-07 IR No. 930897	25-Jul-07 IR No. 930897	05, 10, 42, 44

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
EUSA PHARMA	UNITED KINGDOM	12507-395	Eusa Pharma (Europe) Limited	06-Jul-07 2460639	08-Feb-08 2460639	05, 10, 42, 44
EUSA PHARMA	UNITED STATES	12507-381	Eusa Pharma (Europe) Limited	06-Feb-06 78/807,740	29-Sep-09 3,690,674	05
EUSA PHARMA	UNITED STATES	12507-382	Eusa Pharma (Europe) Limited	01-May-09 77/726,983	11-Jan-11 3,902,537	10
EUSA PHARMA	WIPO (see country designations listed separately)	12507-535	Eusa Pharma (Europe) Limited		25-Jul-07 IR No. 930897	05, 10, 42, 44
GARACOL	BENELUX	12507-409	EUSA Pharma (Europe) Limited	17-May-89 0067256	07-Apr-09 0466095	05, 10
GARACOL	GREECE	12507-408	EUSA Pharma (Europe) Limited	17-Feb-97 132252	17-Feb-97 132252	05, 10
GARACOL	TURKEY	12507-413	EUSA Pharma (Europe) Limited	18-Jul-12 201264194	Oct. 22, 2013/ 201264194	05
GARACOLL	SOUTH AFRICA	12507-410	EUSA Pharma (Europe) Limited	13-Jun-97 199708970	14-Nov-00 199708970	05
GARACOLL	SOUTH AFRICA	12507-411	EUSA Pharma (Europe) Limited	13-Jun-97 199708971	14-Nov-00 199708971	10
GENTACOLL	DENMARK	12507-404	EUSA Pharma (Europe) Limited	13-Jul-89 VA1989051 44	02-Nov-90 VR19900707 2	05, 10

Trade mark	COUNTRY	Assignor Ref. No.	OWNER	Application Date / Number	Registration Date / Number	CLASS
GENTACOLL	FINLAND	12507-403	EUSA Pharma (Europe) Limited	07-Aug-92 T199203851	20-Aug-93 127670	05, 10
GENTIMPLANT	ARGENTINA	12507-406	EUSA Pharma (Europe) Limited	06-Dec-06 2718234	19-Dec-07 2204252	05
GENTIMPLANT	ARGENTINA	12507-407	EUSA Pharma (Europe) Limited	06-Dec-06 2718235	19-Dec-07 2204251	10

Executed as a Deed by the Assignors and Assignee on the date appearing above. This document shall be treated as having been executed and delivered as a deed only upon being dated.

Executed as a deed by **EUSA Pharma**)
(Europe) Limited acting by:)
)

Director *Hyl Kiehy*
Beate O B
Director/Secretary

Executed as a deed by **Jazz**)
Pharmaceuticals, Inc. acting by:)
)

Director

Director/Secretary

Executed as a deed by **Essex**)
Bidco Limited acting by:)
)

Director

Director/Secretary

Executed as a Deed by the Assignors and Assignee on the date appearing above. This document shall be treated as having been executed and delivered as a deed only upon being dated.

Executed as a deed by **EUSA Pharma**)
(Europe) Limited acting by:)
)

Director

Director/Secretary



Executed as a deed by **Jazz**)
Pharmaceuticals, Inc. acting by:)
)

Director

Director/Secretary

Executed as a deed by **Essex**)
Bidco Limited acting by:)
)

Director

Director/Secretary

LIB02/CM3RP/5564681

Hogan Lovells

Executed as a Deed by the Assignors and Assignee on the date appearing above. This document shall be treated as having been executed and delivered as a deed only upon being dated.

Executed as a deed by **EUSA Pharma**)
(Europe) Limited acting by:)
)

Director

Director/Secretary

Executed as a deed by **Jazz**)
Pharmaceuticals, Inc. acting by:)
)

Director

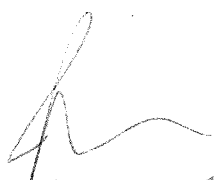
Director/Secretary

Executed as a deed by **Essex**)
Bidco Limited acting by:)
)



Director

Director/Secretary *witness*


JEMMA BOLTON
WHITE & CADE LLP
5 OLD BROAD ST
LONDON.
SOLICITOR